

PUGET SOUND AIR POLLUTION CONTROL AGENCY
KING COUNTY KITSAP COUNTY PIERCE COUNTY SNOHOMISH COUNTY

June 17, 1996

Ash Grove Cement Co.
c/o Henrik Voldbaek, Plant Manager
3801 East Marginal Way South
Seattle, Washington 98134-1147

RECEIVED
JUN 18 1996
AGCW-SEATTLE

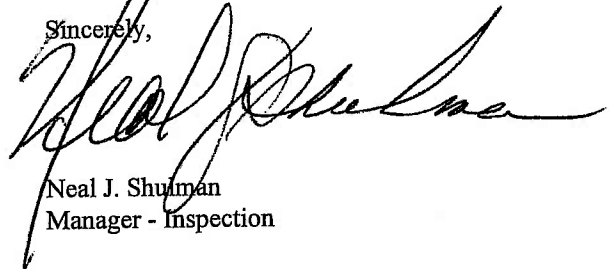
Dear Mr. Voldbaek:

Ash Grove Cement Co.
Notice and Order of Civil Penalty Nos. 8291, 8311 & 8355

This Agency wishes to acknowledge and thank you for check #203082. The funds (\$24,189.79) from this check, when deposited to the Agency, are accepted in full payment of the unsuspended portion of Notice and Order of Civil Penalty Nos. 8291, 8311 & 8355.

Thank you for your action to ensure compliance with Agency air pollution regulations and in joining with this Agency in efforts to achieve cleaner air.

Sincerely,



Neal J. Shuman
Manager - Inspection

NJS:kes

Enclosure

cc: Laurie Halvorson, Agency Counsel
Accounting
Rosemary Busterna, Lead Inspector
Elizabeth Gilpin, Inspector

Dennis J. McLerran, Air Pollution Control Officer

B O A R D O F D I R E C T O R S

Chairman: Win Granlund, Commissioner, Kitsap County
Janet Chalupnik, Member at Large
Edward D. Hanson, Mayor, Everett

Lynn S. Horton, Mayor, Bremerton
R.C. Johnson, Councilman, Snohomish County
Carl Locke, King County Executive

Harold G. Mr
Norman F
Doug Sutherland

AGCS2M001293

1 ASH GROVE CEMENT COMPANY)

CIVIL PENALTY Nos. 8291,
8311 and 8355.

2 VS)

3 PUGET SOUND AIR POLLUTION CONTROL)
4 AGENCY)

CONSENT ORDER AND
ASSURANCE OF
DISCONTINUANCE

6 Puget Sound Air Pollution Control Agency (PSAPCA) issued and
7 served the following Notices and Orders of Civil Penalties to Ash
Grove Cement Company (Ash Grove):

8 No. 8291 dated the 24th day of January, 1996, in the amount
9 of \$4,000.00, for violating Section 9.15(c) of PSAPCA
10 Regulation I on November 3, 1995, by causing or allowing the
11 emission of fugitive dust from the clinker conveyor going
from clinker silos to finish mill at 3801 East Marginal Way
South in Seattle, Washington.

12 No. 8311 dated the 22nd day of February, 1996, in the amount
13 of \$3,000.00, for violating Sections 9.15(a) and 9.15(c) of
14 PSAPCA Regulation I on December 20, 1995, by causing or
15 allowing the emission of fugitive dust from the clinker
storage shed building without using best available control
technology at 3801 East Marginal Way South in Seattle,
Washington.

16 No. 8355 dated the 23RD day of May, 1996, in the amount
17 of \$29,000.00, for violating Section 9.15(a) of PSAPCA
18 Regulation I on May 15, August 25, September 12 and September
20, 1995, by causing or allowing the emission of fugitive
dust without using the best available control technology at
3801 East Marginal Way South in Seattle, Washington.

19 Ash Grove denies the violations listed above. In order to avoid
20 the expense and uncertainty of litigation, the parties enter into
21 this Consent Order and Assurance of Discontinuance (AOD) to
22 resolve these Civil Penalties and any and all other disputes
23 between the parties regarding fugitive emissions from all portions
of Ash Grove's plant (other than from the kiln cooler shroud)
24 occurring prior to the date of this AOD. This AOD specifically
25 resolves all alleged violations arising out of fugitive emissions
prior to the date of this AOD, including but not limited to
emissions occurring on or about May 15, August 25, September 12,
September 20, November 3, and December 20, 1995, and February 9
and February 14, 1996. This AOD also resolves Notice of Violation
Nos. 33673, 33680, 33764, 33765, 33924, 33925, and 34406.

26 To achieve compliance with PSAPCA Regulation I, Section 9.15(a),
27 Ash Grove and PSAPCA agree to the following:

28 CONSENT ORDER AND ASSURANCE
OF DISCONTINUANCE - 1

HELLER EHRMAN WHITE & McAULIFFE

1. Specific Projects to Minimize Potential Fugitive Emissions

Ash Grove agrees to complete the projects listed below no later than May 31, 1996:

Project

A. Pan Conveyor

1. Enclose tail section at south side of kiln discharge.

B. G-Cooler

1. Enclose structure from the top pan conveyor discharge to top of diversion bin.
2. Enclose discharge to belt 471.150 (conveyor from G-Cooler to clinker storage silos).
3. Fabricate a cover/enclosure for dump truck to contain bin discharge.

C. Finish Mill

1. Seal openings in porch section of belt 531.030 in the Finish Mill Tripper Room.
2. Install solid flooring in porch section of belt 531.030.
3. Air knife installation on belt 531.030.
4. Connect Tripper room to building vacuum system.

D. Conveyors

1. 531.030 Conveyor Belt (Clinker Silos to Finish Mill)
 - a. Relocate V-Take Up pulley from transfer tower #12 to #2.
 - b. Enclose V-Take Up pulley.
 - c. Remove historic deposits from catch pan.
 - d. Install partition screens where belt exits silos.
2. 471.150 Conveyor Belt (G-Coolers to Clinker Silos)
 - a. Enclose V-Take Up pulley

E. Clinker Silos

1. Install solid flooring at discharge end of belt 471.150.
2. Install belt spill catch pan and conduit to ground level.

F. Clinker Storage Shed Monitor

1. Seal room with solid flooring.
2. Enclose stairwell with partition screens to isolate area.
3. Seal wall openings.

Ash Grove will make a good faith effort to complete all listed projects by May 31, 1996. Upon notice from Ash Grove, PSAPCA will agree to a reasonable extension of the completion date for any project.

2. Operation and Maintenance

1 Ash Grove created a new position in April 1996 for inspection
2 and preventive maintenance of the conveyor systems in the plant.
3 The duties of this position include regularly inspecting material
4 conveyors, identifying potential or existing conveyor system
5 problems and promoting proper conveyor operation. Ash Grove will
6 carry out appropriate repairs, maintenance, or improvements
7 identified by the conveyor specialist or other plant employees.
8 Such work will be done either by the conveyor specialist or
9 through Ash Grove's existing work order system.

6 Ash Grove will evaluate the need for a separate conveyor
7 specialist position after six months, and from time to time
8 thereafter if the position is retained. If at any time Ash Grove
9 eliminates this position, Ash Grove agrees to continue performing
the general responsibilities currently assigned to this position
throughout the term of this order, and agrees to notify PSAPCA of
how such responsibilities shall be carried out and by whom.

10 Within 30 days of execution of this AOD, Ash Grove agrees to
11 file with PSAPCA a revision or addition to its current operating
12 and maintenance plan to include preventive maintenance of the
13 projects listed in paragraph 1, including inspection and cleaning
14 of the new enclosures. Ash Grove agrees to implement the
operating and maintenance plan, as revised or amended. Ash Grove
will make its operating and maintenance plan available to PSAPCA
upon request and will keep written records in accordance with the
plan.

15 3. Payment by Ash Grove

16 Ash Grove agrees to pay \$18,000.00 in civil penalties for
17 fugitive emissions from all portions of Ash Grove's plant (other
18 than from the kiln cooler shroud) occurring prior to the date of
this AOD, and \$6189.79 for PSAPCA's costs of conducting laboratory
analysis of samples, for a total payment of \$24,189.79, within 30
days of executing this AOD.

19 PSAPCA hereby suspends \$18,000.00 of the civil penalties
20 assessed in Civil Penalty Nos. 8291, 8311 and 8355 contingent upon
21 Ash Grove completing the construction projects identified in
paragraph 1 and submitting to PSAPCA revisions or additions to Ash
Grove's operation and maintenance plan required by paragraph 2.

22 4. Reservation of Rights by PSAPCA

23 Nothing in this AOD precludes PSAPCA from taking other
24 enforcement action for any future violation of PSAPCA regulations
or chapter 70.94 RCW.

25 5. Compliance With Other Laws

26 Nothing in this agreement shall be construed as excusing Ash
27 Grove from compliance with any applicable federal, state or local

1 statutes, ordinances, or regulations, or from compliance with any
permits.

2 6. Authority

3 The parties each represent and warrant that they have full
4 power and actual authority to enter into this AOD and carry out
5 all actions required of them by this AOD. All persons executing
6 this AOD in representative capacities represent and warrant that
they have full power to bind the parties for whom they are acting
as representatives.

7 7. Full Understanding and Independent Legal Counsel

8 The parties each acknowledge, represent and agree that they
9 have read this AOD and that they have been fully advised by their
own legal counsel regarding their legal rights with respect
thereto.

10 8. Termination

11 Either party may terminate this AOD at any time with or
12 without cause by giving a 30 day written notice to the other party
13 of such termination and by specifying the effective date of the
termination; provided, that the termination shall be preceded by a
face-to-face meeting between the parties.

14 If PSAPCA so terminates the AOD, the \$18,000 suspended
15 portion of the Civil Penalty shall not be due and payable and is
canceled.

16 Ash Grove may choose to terminate this AOD under this clause
17 and pay the \$18,000 suspended portion of the Civil Penalty in lieu
of continuing with this AOD.

18 9. Term

19 This agreement terminates upon issuance of an air operating
20 permit under Title V of the federal Clean Air Act to Ash Grove for
its plant at 3801 East Marginal Way South.

21 DATED this 23RD day of May, 1996.

22
23
24 ASH GROVE CEMENT COMPANY


DENNIS J. McLERRAN
Air Pollution Control Officer

25 BY: _____

26
27 ITS: _____

28
CONSENT ORDER AND ASSURANCE
OF DISCONTINUANCE - 4

HELLER EHRMAN WHITE & McAULIFFE

1 statutes, ordinances, or regulations, or from compliance with any
2 permits.

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4 The parties each represent and warrant that they have full
5 power and actual authority to enter into this AOD and carry out
6 all actions required of them by this AOD. All persons executing
7 this AOD in representative capacities represent and warrant that
8 they have full power to bind the parties for whom they are acting
9 as representatives.

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28 This agreement terminates upon issuance of an air operating
permit under Title V of the federal Clean Air Act to Ash Grove for
its plant at 3801 East Marginal Way South.

DATED this 24th day of May, 1996.

ASH GROVE CEMENT COMPANY

DENNIS J. McLERRAN
Air Pollution Control Officer

BY: Dennis J. McLerran 5/24/96

ITS: PLANT MANAGER

CONSENT ORDER AND ASSURANCE
OF DISCONTINUANCE - 4

HELLER EHRMAN WHITE & McAULIFFE

AGCS2M001298



PUGET SOUND AIR POLLUTION CONTROL AGENCY
 KING COUNTY KITSAP COUNTY PIERCE COUNTY SNOHOMISH COUNTY

April 3, 1998

RECEIVED**APR - 8 1998****HELLER, EHRMAN**

Ash Grove Cement Company "Western Region"
 c/o Matthew Cohen - HELLER EHRMAN WHITE & McAULIFFE
 6100 Columbia Center
 701 Fifth Avenue
 Seattle, WA 98104-7098

Dear Mr. Cohen:

Ash Grove Cement Company
 Consent Order and Assurance of Discontinuance
Notice of Violation Nos. 36854, 36902 and 36939

Pursuant to the inspection of your client's facility by our staff on March 24, 1998, we consider Ash Grove Cement Company to be in compliance with the above-referenced Consent Order. The Consent Order is now closed, and no further enforcement action will be taken on the referenced Notices of Violations.

We appreciate your client's action to ensure compliance with Agency air pollution regulations and joining with this Agency in efforts to achieve cleaner air.

Sincerely,

Neal J. Shulman
 Manager - Inspection

cc: Dennis J. McLerran, Air Pollution Control Officer
 Laurie Halvorsen, Agency Counsel
 Accounting
 Rosemary Busterna, Senior Air Pollution Inspector
 Rick D. Hess, Senior Air Pollution Inspector
 Fred L. Austin, Air Pollution Engineer
 Elizabeth Gilpin, Air Pollution Inspector
 Melissa McAfee, Air Pollution Inspector

Dennis J. McLerran, Air Pollution Control Officer
 B O A R D O F D I R E C T O R S

Commissioner, Kitsap County
 Member at Large
 Mayor, Everett

Mayor, Bremerton
 Snohomish County Council
 King County Executive

Mayor, Tacoma
 City of Seattle
 Pierce County Executive

110 Union Street, Suite 500, Seattle, Washington 98101-2038

(206) 343-8800

(800) 552-3565

FAX (206) 313-7522

AGCS2M001299

PUGET SOUND AIR POLLUTION CONTROL AGENCY)
a municipal corporation of the state of Washington)
110 Union Street, Suite 500)
Seattle, Washington 98101-2038)

NO. 8311

VS

ASH GROVE CEMENT COMPANY)
c/o Edwin S. Pierce, Registered Agent)
3801 East Marginal Way South)
Seattle, Washington 98134-1147)

**NOTICE AND ORDER
OF CIVIL PENALTY**

You are hereby notified that, pursuant to Chapter 70.94 RCW, you have violated Regulation I of the Puget Sound Air Pollution Control Agency and a penalty of \$3,000.00 is assessed against you. The violations are as follows:

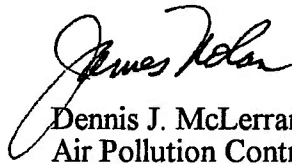
On or about the 20th day of December 1995, in King County, state of Washington, you violated Sections 9.15(a) and 9.15(c) of Regulation I. Section 9.15(a) states: "It shall be unlawful for any person to cause or allow the emission of fugitive dust unless such person uses the best available control technology to control the emissions." Section 9.15(c) states: "It shall be unlawful for any person to cause or allow the emission of fugitive dust from any refuse burning equipment, fuel burning equipment, equipment used in a manufacturing process, or control equipment."

<u>Time</u>	<u>Description</u>	<u>N/V #</u>
8:21 - 8:33 a.m.		33765
9:36 - 9:45 a.m.	Caused or allowed the emission of fugitive dust from the clinker storage shed building without using best available control technology at 3801 East Marginal Way South in Seattle, Washington.	

Such penalty is due and payable within thirty (30) days of receipt of this notice, unless within such time a request for hearing is filed. (See reverse side for both mitigation procedures and appeal procedures.)

Action will be commenced in court to recover such penalty unless one of the following three actions is taken: (1) the penalty is paid on or before 30 days after receiving this notice, (2) a request for mitigation is made to this Agency, or (3) a request for hearing is made to the Pollution Control Hearings Board of Washington and the Air Pollution Control Officer.

Dated this 22nd day of February 1996.


Dennis J. McLerran
Air Pollution Control Officer

Certified Mail No. Z 704 779 231

AGCS2M001300

ASH GROVE CEMENT COMPANY



"WESTERN REGION"

September 4, 1997

Ms. Elizabeth Gilpin
Puget Sound Air Pollution Control Agency
110 Union Street, Suite 500
Seattle, WA. 98101-2038

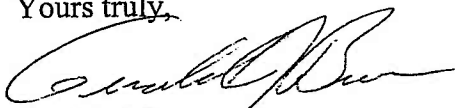
Re: Notice of Violation No. 36939

Dear Ms. Gilpin:

As PSAPCA is aware, Ash Grove has been in the process of installing dust enclosures on the two conveyer belts which may be contributing to this problem. Construction is nearing completion on the 531.030 belt. Construction on the 471.150 enclosure has begun and should be complete by the end of the year. Through out construction, a temporary wrap has been used to contain fugitive emissions. This wrap has required a great deal of maintenance as it is a temporary structure and subject to damage from weather and operational stresses. As it has been in the past, Ash Grove continues to expend major effort toward maintaining the wrap's integrity while construction progresses.

Please let me know if you have any further question.

Yours truly,



Gerald J. Brown
Manager Safety and Environment

Copy: Henrik Voldbaek

AGCS2M001301